

VOL: 2001 PAGE: 10665
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



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Printed: 03/09/2001 09:10:19

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Mar. 9, 2001; 9:03 a.m.

RECEIPT NO: 32887

DOCUMENT TYPE: Deed

FEE PAID: \$41.00

NUMBER OF PAGES: 3

A handwritten signature in cursive script that reads "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

46 15996TH 10150037 BW

2001-10665-1



THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:

Gary M. Thomas
19717 Mt. Bachelor Dr. #146
Bend, OR 97702

Until a change is requested all tax statements shall be sent to the following address:

Gary M. Thomas
19717 Mt. Bachelor Dr. #146
Bend, OR 97702

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 323
BEND, OR 97709

Escrow No. 0150037
Title No. 159916-TH (BW)

STATUTORY WARRANTY DEED

RIVER'S EDGE INVESTMENTS, LLC, Grantor, conveys and warrants to GARY M. THOMAS and JEAN A. THOMAS, husband and wife, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

Lot 22 of RIVER'S EDGE VILLAGE, PHASE IV, Deschutes County, Oregon.

This property is free of liens and encumbrances, EXCEPT: Easements, Covenants, Conditions and Restrictions of record, if any and see exhibits attached hereto and made a part hereof.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS, BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is \$67,950.00 (Here comply with the requirements of ORS 93.030)

Dated this 6 day of MARCH, 2001.

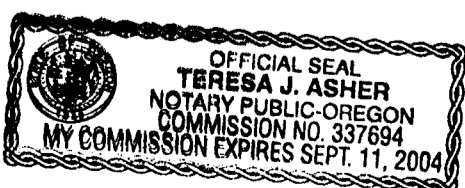
RIVER'S EDGE INVESTMENTS, LLC

By: Mary Lou Purcell
Mary Lou Purcell, Trustee, Member
By: Wayne Purcell
Wayne Purcell, Member

By: Clyde W. Purcell
Clyde W. Purcell, Member

STATE OF OREGON }
County of Deschutes } ss.

This instrument was acknowledged before me on this 6 day of MARCH, 2001 by Mary Lou Purcell, Trustee; Clyde W. Purcell and Wayne Purcell as Members of RIVER'S EDGE INVESTMENTS, LLC



Teresa J. Asher
Notary Public for Oregon
My commission expires: 9/11/04

SCENIC HEIGHTS

4/11/00

2001-10665-2

SUBMISSION AND APPROVAL STATEMENT

Signature(s) at the bottom of this document are verification that I/we have received, read and agree with the entirety of the following documents regarding the purchase of property at River's Edge. These exhibits are contingencies and become a part of the Earnest Money Agreement:

[Signature]

- Exhibit "A" For Scenic Heights (Rivers Edge Phase IV)
- Exhibit "B" Disclosure Statement (NCC Approval)
- Architectural Review Committee and NCC Rules and Regulations
- Declarations, Restrictions, Protective Covenants & Conditions Scenic Heights
- Declarations, Restrictions, Protective Covenants & Conditions Upper Rivers Edge
- Scenic Heights By-Laws of Owners Association
- Scenic Heights Rules and Regulations
- Statement of Declarant's Interest
- Statement of Planned Community Information
- Fill Acknowledgment
- New Construction Committee Fine Schedule
- River's Edge Plant List as of September 1999

By my/our signature(s), I/we acknowledge receipt of, understanding of and agreement to the above documents.

Signature [Signature]

Date 3/4/01

Signature [Signature]

Date 3/6/01

SCENIC HEIGHTS

4/11/00

2001-10665-3

EXHIBIT "A"

EXHIBIT "A" PURCHASER(S), his\her heirs, successors and assigns agrees to abide by the following conditions:

1. Home must be completed within eight (8) months of start of construction.
2. It is understood buildings shall be a single family home. Lots may not be split and or partitioned.
3. Building Requirements:
 - A. Homes will be at least 1800 square feet plus a garage measuring 22 ft. X 22 ft.
4. Materials:
 - A. Will substantially conform to the architecture and material used by River's Edge development and shall be subject to review and approval by the New Construction Committee as outlined in the Scenic Heights CC&R'S.
 - B. Roofs shall be wood shake or tile.
 - C. Siding may be horizontal "LP type" lap siding with a wood-cedar look approved by the New Construction Committee.
 - D. All driveways will be concrete or Brick Pavers and be connected to the street.
5. Prior to construction, plans and the appropriate fees will be submitted in accordance with the Scenic Heights ARC and NCC Rules and Regulations to the New Construction Committee. All materials, plant removal, grading and plans are subject to The New Construction Committee approval. All new construction, modifications and or alterations must comply with the NCC Rules, Regulations and materials list, before they may be approved by the MC or NCC.
6. Rim, street and or side setbacks must be in accordance with the site plan as designated by the Declarant for each lot in Phase IV Scenic Heights. No consent to place a structure within the designated setbacks shall constitute a waiver of the requirement for this lot or any other lot within River's Edge.
7. SELLERS make no representations regarding landscaping of any areas including common areas.
8. PURCHASER(S) his\her heirs, successors and assigns understands The Riverhouse and/or River's Edge owns land adjacent to purchaser's property and understands The Riverhouse and/or River's Edge intends to re zone this property as commercial property. PURCHASER(S) his\her heirs, successors and assigns agrees not to oppose The Riverhouse and/or River's Edge in this process or do anything that would aid in preventing The Riverhouse and/or River's Edge from attaining a commercial or RH zone for this property.
9. Purchaser agrees to pay appropriate Homeowners Association dues and assessments.

Signed by PURCHASER: *Ms Jean Thomas* Date: 3/6/01

Signing for RIVER'S EDGE: *Waymond* Date: 3/6/01